

Pre-Meeting WORK SESSION - Cancelled
May 4, 2021
4:00 p.m.

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
May 4, 2021
5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. April 20, 2021

6. PROCLAMATIONS/PRESENTATIONS

7. CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY
(Other than items scheduled for public hearing.)

8. OLD BUSINESS

8-a. Public Hearings & Adoption of Ordinances/Resolutions

1. Ordinance No. 3686

Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 10 of the Morristown Municipal Code (Farmers Market).

2. Ordinance No. 3651.04

An Ordinance to Amend Ordinance 3651, the City of Morristown, Tennessee annual budget for Fiscal Year 2020-2021 and to appropriate additional funds totaling \$274,000 for the design contract with Mattern & Craig for the improvements at East Morris Boulevard and Thompson Creek Road.

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of contract with Murrell Burglar Alarms for a monthly service fee of \$298.44 for Impound Lot Alarm System.
2. Approval to declare inventory items as surplus from the Public Works Department and to dispose of properly.
3. Approval to declare inventory items as surplus from the IT Department and to dispose of properly.
4. Approval of the Fiscal Year 2021-2022 Community Development Block Grant (CDBG) Annual Action Plan.
5. Approval of PO # 21002200 to Wilson County Motors in the amount of \$52,993.60 via Statewide Contract 209 for the purchase of two (2) 2021 Chevrolet Colorado work trucks for the Parks and Recreation Department.
6. Approval of Memorandum of Understanding between the City of Morristown and Rotary Noon Club and Rotary AM Club related to the Splash Pad at Morristown Landing.

9-d. Board/Commission Appointments

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

This is the portion of the meeting where members of the audience may speak subject to the guidelines provided.

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
Post-Meeting Work Session
May 4, 2021**

1. No Work Session Scheduled

City Council Meeting/Holiday Schedule.

May 4, 2021	Tuesday		Municipal Election Day
May 4, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review - cancelled
May 4, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting – No Work Session Scheduled
May 10, 2021	Monday	5:00 p.m.	Sine Die Council Meeting
May 14, 2021	Friday	9:00 a.m.	FY 21-22 Budget Presentation, P.W. Facility-4630 Durham Landing
May 18, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 18, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 31, 2021	Monday		City Employee’s Holiday – Memorial Day
June 1, 2021	Tuesday	3:00 p.m.	Finance Committee Meeting
June 1, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 1, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 15, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 15, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 5, 2021	Monday		City Employee’s Holiday – Observance of Independence Day
July 6, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 6, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 20, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 20, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 3, 2021	Tuesday	3:00 p.m.	Finance Committee Meeting
August 3, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 3, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 17, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 17, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 6,	Monday		City Employee’s Holiday – Labor Day
September 7,	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 7,	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 21,	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 21,	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 5, 2021	Tuesday	3:00 p.m.	Finance Committee Meeting
October 5, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 5, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 19, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 19, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 2, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 2, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 16,	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 16,	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 25-26,	Thurs/Fr		City Employee’s Holiday – Thanksgiving Holiday
December 7, 2021	Tuesday	3:00 p.m.	Finance Committee Meeting
December 7, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 7, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 21,	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 21,	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 24,	Friday		City Employee’s Holiday – Observance of Christmas Day

**STATE OF TENNESSEE
COUNTY OF HAMBLEN
CORPORATION OF MORRISTOWN
APRIL 20, 2021**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, April 20, 2021, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

Councilmember Al A'Hearn led in the invocation and "Pledge of Allegiance".

Councilmember Senter made a motion to approve the April 6, 2021 minutes as circulated. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for citizens comments related to Agenda items. No one spoke.

A Public Hearing was held relating to Ordinance No. 3685; no one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3685 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3685

Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 10 of the Morristown Municipal Code (Animal Control).

Councilmember Pedigo made a motion to approve Resolution 23-21. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Resolution No. 23-21

Resolution of the City Council of the City of Morristown, Tennessee, approving the Fund Balance Spending Prioritization Policy as recommended by the Finance Committee.

Councilmember Senter made a motion to approve Resolution 24-21. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Resolution 24-21

A Resolution of the City Council of the City of Morristown, Tennessee supporting the Drug Dealer Liability Act Lawsuit.

April 20, 2021

Councilmember A'Hearn made a motion to approve Ordinance No. 3686 on first reading and schedule a public hearing relative to final passage of said ordinance for May 4, 2021. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3686

Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 9 of the Morristown Municipal Code (Farmers Market).

Councilmember Pedigo made a motion to approve Ordinance No. 3651.04 on first reading and schedule a public hearing relative to final passage of said ordinance for May 4, 2021. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter ask that the record reflect she cannot support a design that infringes on park land.

Ordinance No. 3651.04

An Ordinance to Amend Ordinance 3651, the City of Morristown, Tennessee annual budget for Fiscal Year 2020-2021 and to appropriate additional funds totaling \$274,000 for the design contract with Mattern & Craig for the improvements at East Morris Boulevard and Thompson Creek Road.

Councilmember Senter made a motion to approve the License Agreement with the Jolley Foundation for the creation of an all-inclusive park to be located at West Morris Boulevard and South Jackson Street Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the Financial Advisory Agreement between the City of Morristown and Cumberland Securities. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve to declare properties (5) purchased at the September 29, 2020 tax sale as surplus. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Design Contract with Mattern & Craig for the Design of Improvements at East Morris Boulevard and Thompson Creek Road. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Security Card Reader System for Morristown Regional Airport with Fleenor Security in the amount of \$29,930. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. Gwen Holden, Rob Burke and Linda Noe spoke.

Mayor Gary Chesney adjourned the April 20, 2021 Morristown City Council meeting at 5:38 p.m.

Mayor

Attest:

City Administrator

DRAFT

April 20, 2021

ORDINANCE NO. 3686
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 9, CHAPTER 2 OF THE
MORRISTOWN MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Chapter 2 of Title 9 of the Morristown Municipal Code is amended by deleting the current text and replacing it with the text stated herein:

“CHAPTER 2 - FARMERS MARKET

Sec. 9-201. - Establishment and bounds of the farmers market.

There is hereby established within the limits of the City of Morristown, Tennessee, a downtown market, hereinafter referred to as the "farmers market", upon a tract located at 130 West Morris Boulevard at the site of the pavilion.

Sec. 9-202. - Purpose and intent.

The purpose and intent of the farmers market shall be to provide a pavilion setting in the historical, central business district of the city that provides farmers, crafters, artisans and vendors the opportunity to sell fresh garden produce, agricultural products, plants, perennials and annuals, herbs, food and hand-made crafts and provide a gathering place for pedestrians to intermingle and enjoy live entertainment.

Sec. 9-203. - General rules of use.

The following rules shall apply for farmers, vendors, artisans, crafters and others who wish to sell produce, food, goods or other items within the bounds of the market:

- (1) The city administrator shall undertake or designate supervision of the farmers market. That designated person or entity shall be referred to in this ordinance as "supervisor". The duty of the supervisor is to ensure compliance with all city codes and ordinances including the provisions set forth herein. The supervisor, shall be the Morristown Area Chamber of Commerce or another entity as designated by the City Administrator and/or the City governing body, and shall have the authority to issue and revoke permits to farmers and vendors who make application to sell produce, food, items or goods in accordance with the provisions set forth herein. The supervisor shall also have the authority to issue and revoke permits for the use of the farmers market and the downtown green area adjacent to the farmers market.
- (2) There shall be two classifications for anyone wishing to sell produce and farm products, food, handmade items, fine crafts, or other similar items at the market:
 - a. Farmers: For the purposes of this chapter, farmers shall be:

- i. Those persons who grow all or at a minimum 51 percent of their own produce or other farm products by daily volume, which are grown within 100 miles of the market; and
 - ii. Those persons who have been inspected by the Hamblen County, University of Tennessee Agriculture Extension Office and received an acceptable certification from said office;
 - iii. Those persons displaying the certification set forth above ARE subject to re-inspection at any time by the supervisor and/or the supervisor's appointees.
 - b. Vendors: For the purposes of this chapter, vendors shall be:
 - i. Any person approved to have space at the market for retail sales of firewood, seafood caught by the seller, or handmade fine craft items who is not a farmer as set forth above in section 9-203(2)(a).
- (3) Spaces for the purpose of displaying and selling at the market shall be leased by the supervisor to the farmers and vendors.
- a. A permit shall be issued by the supervisor to each farmer and vendor who occupies space on the market. The permit shall be based upon an application as prepared by the supervisor and shall be accompanied by a fee as designated by the supervisor.
 - i. The supervisor-issued permit shall be clearly posted on the premises leased to each farmer or vendor.
 - ii. Any and all required business licenses issued by the City of Morristown and Hamblen County shall be clearly posted on the premises upon which is leased to each farmer or vendor.
 - iii. Any and all required state or federally issued permits or certifications by the U.S. Department of Agriculture or other government agency shall be clearly posted on the premises upon which is leased to each farmer or vendor.
 - iv. Vendors and farmers shall be responsible for paying all applicable sales taxes and clearly posting verification to that effect.
 - v. Each space shall be the area of a typical parking space at the market pavilion plus a space in the pavilion that is a reasonable extension under the pavilion roof allowing for a central area for shoppers and others to safely walk and view the products for sale.
 - vi. Farmers and vendors may lease multiple spaces with the approval of the supervisor.
 - vii. The rates for space(s) leased on the market shall be established by the supervisor stipulating the daily or monthly rental rates for space at the

market pavilion, which may be changed from time to time by the supervisor in consultation with and approved by the governing body.

- viii. Stall distribution and location within the pavilion shall be at the discretion of the supervisor consistent with the best interest of the market.
 - ix. Farmers and vendors shall park their commercial vehicles, box trucks, trailers, etc. in an area designated for such purpose.
 - x. Parking for farmers, vendors and the public shall be within designated parking spaces.
 - xi. No farmer or vendor shall alter or damage any pavilion and/or ancillary structure, shelter or canopy provided by the city. Anyone altering or causing damage to any city property shall be held accountable for reimbursement to the city to cover repair or replacement of such property and shall forfeit their privilege to operate on the market until such reimbursement is secured from the farmer or vendor by the city and authorized by the supervisor to return.
 - xii. No farmer or vendor shall leave vehicles, trailers, wagons or any other vehicle, apparatus, items the farmer or vendor sells, or structure on the premises of the market after the operating business hours of the market.
- (4) All processed foods offered for sale to the public shall comply with the requirements set forth by federal, state and local laws, regulations and rules. Copies of certifications issued in compliance with these laws and regulations shall be provided as part of the application to be a farmers market farmer or vendor.
 - (5) Farmers and vendors shall clearly post prices on all produce or items being sold. Farmers shall also place on their signage the name of the item, the farm where it originated, the county in which it is located, and other information that may be required by the supervisor in accordance with widely-accepted good practices for Tennessee Farmers Markets.
 - (6) Scales utilized at market must be inspected and sealed annually by the Tennessee Department of Agriculture and must be clearly posted as approved.
 - (7) Farmers and vendors shall carry insurance in minimum liability amounts as set by the governing body to cover personal injury, product liability, and property damage prior to the issuance of a permit. Proof of insurance shall be kept current throughout the duration of the vendor occupying space on the market and shall be provided to the supervisor and kept on premises. Such policies of insurance shall name the city and the supervisor as additional insured.
 - (8) Farmers and vendors shall assume all responsibility for any losses of property or money from the market site. Farmer and vendor spaces may never be left

unattended. The city assumes no responsibility for lost, stolen or damaged goods or property.

- (9) Farmers and vendors shall be responsible for keeping the premises of their assigned space in a clean and neat manner, free of refuse, litter, debris, and/or garbage. Each farmer and vendor is responsible for maintaining his area throughout business hours and cleaning the area daily which includes but is not limited to removing all produce, food, products or items for sale from the market premises before departing for the day. Items for disposal shall be placed in garbage bags and then may be deposited in trash containers provided for that purpose.
- (10) The farmers market shall operate year round as weather permits in accordance with a safety plan to be developed in consultation with and approved by the governing body.
- (11) Farmers and vendors shall not issue any information, publication, document or article for publication concerning the market without prior written approval by the supervisor.
- (12) Farmers and vendors shall present and conduct themselves in such a manner so as to not have a negative impact upon the market, to the public, the City of Morristown, or other farmers and vendors. This includes, but is not limited to:
 - a. Use of profanity;
 - b. Use of alcohol, tobacco and vaping products or other illegal or controlled substances;
 - c. Shoes and shirts must be worn at all times.

Sec. 9-204. - Prohibited uses at the farmers market and downtown green.

- (1) It shall be unlawful to obstruct or impede traffic access, egress and circulation.
- (2) Any use not specified as a permitted use in this section shall be prohibited upon the premises, subject to review and approval by the supervisor.
- (3) Automobiles for sale shall not be permitted upon the premises nor shall items that would be associated with a yard sale or flea market.
- (4) Livestock, chickens or other animals shall not be permitted upon the premises except for service animals. This section does not prohibit the sale of meat, poultry, fish, or seafood that has been prepared and is presented for sale in accordance with federal, state and local laws and regulations. This section also does not prohibit pets being on the premises when specifically allowed due to a pet specific event or when the market is not being used for farmers market sales.
- (5) Any use that produces noxious smoke, fumes, noise, odor or other offensive effect to the senses, including but not limited to fuel powered-generators, shall not be permitted upon the premises. This section does not prohibit any generators or noises that may be present on or in conjunction with a permitted food truck.

- (6) No one shall engage in solicitation, collection drives and/or distributions, political or religious activities on the premises.
- (7) No loud hawking of items is allowed on the premises.
- (8) No pavilion or shelter provided by the city shall be altered in any manner without prior written approval by the supervisor.

Sec. 9-205. - Enforcement.

- (1) The supervisor and/or the supervisor's designee are hereby authorized and directed to enforce all of the provisions of this article. This authority empowers such individuals to perform any inspections and to issue related rules and citations for the enforcement of this section.
- (2) Farmers and vendors should promptly report any suspected offenses to the supervisor.
- (3) Any farmer or vendor found to be out of compliance with the ordinance comprising this section shall receive one written warning from the supervisor or other authorized city employee. If the noncompliant farmer or vendor does not comply he will be barred from the market for the remainder of the season and forfeit any amount of monthly lease currency rent paid to the supervisor to operate at the market. His or her permit shall be revoked.
- (4) Any vendor found selling a tangible item on the market that is not garden produce, agricultural products, plants, perennials, annuals, herbs, food or hand-made art or crafts will be in violation of this chapter and will be subject to being banned from the market for the season and permit revocation.
- (5) Each day that a violation of this chapter remains shall constitute a separate violation of the chapter for the purposes of the court's assessment of fines or penalties.
- (6) In case of conflict between this chapter or any part hereof, and the whole or part of any existing ordinance of the city, the provision that establishes the higher standard shall prevail.
- (7) If any section, subsection, clause, provision or portion of this chapter is held to be invalid or unconstitutional by any court or competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of the chapter. It is the specific intention of the city that each provision in the chapter stand or fall on its own, and not rely upon the effectiveness of other provisions in the chapter.

Sec. 9-206. – Annual Review.

There shall be an annual review of the Morristown Farmers Market annual report that is provided by the supervisor to the members of the governing body.”

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

PASSED ON FIRST READING THIS _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY ADMINISTRATOR

APPROPRIATION ORDINANCE

Ordinance Number: 3651.04

TO AMEND ORDINANCE NUMBER 3651. THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2020-2021 AND TO APPROPRIATE ADDITIONAL FUNDS TOTALING \$274,000 FOR THE DESIGN CONTRACT WITH MATTERN AND CRAIG FOR THE IMPROVEMENTS AT EAST MORRIS BOULEVARD AND THOMPSON CREEK ROAD.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3651 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2020-2021 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	FUND BALANCE	110.24100	COMMITTED FUND BALANCE		\$ 274,000		
General (#110)	ENGINEERING	41800.399.02015	OTHER CONTRACTED SERVICES			\$ 274,000	
			Totals	\$ -	\$ 274,000	\$ 274,000	\$ -

PASSED ON FIRST READING THIS 20th Day of April 2021

Mayor Signature

ATTEST:

City Administrator Signature

PASSED ON SECOND READING THIS 4th Day of May 2021

Mayor Signature

ATTEST:

City Administrator Signature

The City of Morristown

Memorandum

From the Office of Finance



Morristown City Council Agenda Item Summary

Date: April 28, 2021

Agenda Item: Approval of Contract – Impound Lot Alarm System

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Alarm System and Monitoring Contract for the New Impound Lot

Background/History: It is necessary for the new Impound Lot located at 4360 Durham Landing to have an alarm system installed. Quotes have been requested from three alarm companies for the services needed. Murrell Burglar Alarms provided the best and lowest quote to fit the needs of the Impound Lot. The quote offers a service plan with no charge for installation and includes all service, parts, labor, batteries, and cellular monitoring with a smart phone app.

Financial Impact: Funds have been appropriated in the 20-21 fiscal year budget.

Action options/Recommendations: Council's approval is sought to enter into a contract with Murrell Burglar Alarms for the Alarm System and Monitoring at the new Impound Lot in the amount of \$298.44 per month.

Attachment: Contract.

MURRELL BURGLAR ALARMS
ANOTHER OPERATIONS OF MURRELL
TECHNOLOGIES L.P.
5353 Old Highway 11 E Morristown, TN 37814
PHONE: (423) 586-9401 FAX: 423-581-3883
TN Alarm Cert. C-0002 VA Alarm Lic. 11-3642



STANDARD ALARM SALES AGREEMENT

Date: 4-28-21

SUBSCRIBER'S NAME: Morristown Police Impound Lot

TELEPHONE NO.: _____

ADDRESS: 4360 Durham Landing Morristown TN 37813

1. MURRELL BURGLAR ALARMS (hereinafter referred to as "MBA" or "ALARM COMPANY") agrees to sell, install, and program at Subscriber's premises and Subscriber agrees to buy, an electronic security and/or fire alarm system, consisting of the following equipment:

(See Attached P-A# 63151 of Equipment and Services.)

Purchase Price: \$298.44

STATE OF TN USE TAX PAID BY MBA

Down Payment/for Discount: \$0.00

Balance due upon completion: \$298.44

Option B
Includes: all Service, Parts, Labor, Batteries
and Cellular monitoring with APP

Communication System Remains Personal Property of MBA: MBA shall install and program the Communication System, consisting of communication software radio, cellular and/or internet connection devices connected to Subscriber's security system. The Communication System shall remain the sole personal property of MBA and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by MBA. Communication software is part of the instrument panel programmed to transmit a signal.

2. DESCRIPTION OF SERVICES: Value of installed Communication System is \$260.00

Check services provided: ☒ Monitoring Center Services ☐ Telephone ☒ Cellular/Radio ☐ High Speed Internet Monitoring
☐ Alarm Signal Verification ☐ Remote Access ☐ Video ☐ Audio ☐ Arm/Disarm ☐ Other:

3. MONITORING CENTER CHARGES: Subscriber agrees to pay MBA:

(a) The sum of \$ N/A plus tax for the installation and programming of the software and Communication devices if separate from the alarm panel if not already installed.

(b) The sum of \$ 298.44 plus tax payable Monthly in advance for the monitoring and servicing of the Communication System for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month. The balance of payments for the term of this agreement is due upon execution of the agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided herein.

(c) REMOTE SUBSCRIBER ACCESS: Subscriber agrees to pay MBA the sum of \$ N/A payable N/A for the term of this agreement.

(d) SERVICE: Subscriber agrees to pay MBA on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay MBA for all parts and labor at time of service. Subscriber is not obligated to call MBA for per call service and MBA is under no duty to provide service except its warranty service during warranty period. Service by anyone other than MBA during warranty period relieves MBA on further obligations under the Limited Warranty.

4. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF MBA: Provided Subscriber performs this agreement for the full term, upon termination MBA shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by MBA is the intellectual property of MBA and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. MBA's signs and decals remain the property of MBA and must be removed upon termination of this Agreement.

5. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of (3) years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof MBA shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. MBA may invoice Subscriber in advance monthly, quarterly, or annually at MBA's option. Unless otherwise specified herein, all recurring charges for 3(a)-(d) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security and/or fire alarm system, MBA or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department (First Responders) depending upon the type of signal received. Fire alarms are reported to the fire department unless operator believes no fire condition exists at the premises. Once dispatched, fire department response cannot be recalled. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from MBA. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of MBA or MBA's designee Monitoring Center and MBA does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of MBA and are not maintained by MBA except MBA may own the radio network, and MBA shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish MBA with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List MBA will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with MBA's notification obligation. All changes and revisions shall be supplied to MBA in writing. Subscriber authorizes MBA to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal Monitoring Center shall monitor video or sound for so long as Monitoring Center in its sole discretion deems appropriate to confirm an alarm or emergency condition. If Subscriber requests MBA to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay MBA for each such service. MBA may, without prior notice, suspend or terminate its services, in MBA's sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by MBA.

7. EXCULPATORY CLAUSE: MBA and Subscriber agree that MBA is not an Insurer and no insurance coverage is offered herein. The fire alarm, security system, equipment, and MBA's services are designed to detect and reduce certain risks of loss, though MBA does not guarantee that no loss or damage will occur. MBA is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by MBA's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for intentional willful misconduct.

8. REPAIR SERVICE: Repair service pursuant to paragraph 3(d) includes all parts and labor, and MBA shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9a.m. and 5p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without MBA's written consent.

9. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by MBA, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by MBA or Subscriber's Internet or wireless connection device which is compatible with MBA's remote services. MBA will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which MBA has no control. The remote services server is provided either by MBA or a third party. MBA shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. MBA shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology or any other established criteria for encryption and MBA shall have no liability for access to the alarm system by others.

10. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. MBA does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, MBA will authorize Subscriber access. MBA is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and MBA shall have no liability for such third party unauthorized access. MBA is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. MBA is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

11. AUDIO/VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. MBA shall be permitted to access and make changes to the system's operation on site and over the internet. MBA shall have no liability for data corruption or inability to retrieve data even if caused by MBA's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by MBA and MBA has no responsibility for such access or IP address service. If system has remote access MBA is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. MBA shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. MBA has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

12. FIRE ALARMS: Unless the Schedule of Equipment and Services provides for a fire alarm system to code MBA makes no representation that the fire alarm equipment meets local code requirements or constitutes a fire alarm system as that term is defined by the Authority Having Jurisdiction (AHJ) over fire alarm systems in Subscriber's premises. If a fire alarm system to code is specified in the Schedule of Equipment and Services then MBA will install fire alarm equipment pursuant to AHJ requirements. Subscriber agrees that any equipment required by the AHJ not specified in the Schedule of Equipment and Services shall be an extra to this agreement to be paid for by Subscriber at time the additional equipment is requested.

13. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: MBA shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including MBA's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of MBA, MBA shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay MBA the sum of \$1,000 per day for each business day the work is rescheduled or delayed by Subscriber or others engaged by Subscriber through no fault of MBA on less than 24-hour notice to MBA. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of MBA, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should MBA be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay MBA for such service or material.

14. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify MBA if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 3 and 7. MBA shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, MBA shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise MBA of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and MBA fails to repair the security equipment within 72 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to MBA, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by MBA, evidencing that warranty service was requested by Subscriber.

15. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without MBA's written consent.

16. ALTERATION OF PREMISES FOR INSTALLATION: MBA is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in MBA's sole discretion for the installation and service of the security system, and MBA shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

17. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless MBA, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by MBA's performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against MBA or MBA's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of MBA, which shall not unreasonably be withheld. MBA shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

18. LIMITED WARRANTY ON EQUIPMENT: In the event that any part of the security equipment becomes defective, MBA agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one (1) year from the date of installation. MBA reserves the option to either replace or repair the alarm equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. MBA is not the manufacturer of the equipment and other than MBA's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, MBA makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose, and MBA shall not be liable for consequential damages. MBA does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise or that the system will in all cases provide the detection for which it is installed. MBA expressly disclaims any implied warranty, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than MBA. Subscriber acknowledges that any affirmation of fact or promise made by MBA shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on MBA's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that MBA has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for MBA's breach of this agreement or negligence to any degree under this agreement is to require MBA to repair or replace, at MBA's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 3(d) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, MBA will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

19. LIEN LAW: MBA or any subcontractor engaged by MBA to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

20. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by MBA.

21. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy and Liability Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and MBA is named as additional insured and which shall cover any loss or damage MBA's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or MBA's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. MBA shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against MBA and its subcontractors for loss or damages caused by perils intended to be detected by MBA's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

22. **LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF MBA AS A RESULT OF MBA'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF MBA'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT MBA'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE MBA'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH MBA'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE. SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

Subscriber to Initial: X

23. **LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by MBA, the payments to be made by the Subscriber for the term of this agreement form an integral part of MBA's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix MBA's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to MBA, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and MBA shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein. **SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.**

Subscriber to Initial: X

The prevailing party in any litigation or arbitration is entitled to recover its reasonable legal fees from the other party. In any action commenced by MBA against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. **SUBSCRIBER AGREES THAT SUBSCRIBER MAY BRING CLAIMS AGAINST MBA ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED.** The arbitrator shall be bound by the terms of this agreement and is authorized to conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision you are waiving your right to a trial before a judge or jury, waiving your right to appeal the arbitration award and waiving your right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Tennessee, except for arbitration which is governed by the FAA and agree that any litigation or arbitration between the parties may be commenced and maintained in the county where MBA's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against MBA in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. **SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.**

Subscriber to Initial: X

24. **MBA'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that MBA is authorized and permitted to subcontract any services to be provided by MBA to third parties who may be independent of MBA, and that MBA shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints MBA to act as Subscriber's agent with respect to such third parties, except that MBA shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to MBA's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of MBA.

25. **MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify MBA in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event MBA discovers the presence of suspected asbestos or other hazardous material, MBA shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate MBA for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If MBA, in its sole discretion, determines that continuing the work poses a risk to MBA or its employees or agents, MBA may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate MBA for all services rendered and material provided to date of termination. MBA shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall MBA be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

26. **FALSE ALARMS / PERMIT FEES / WITNESS FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse MBA for any fees or fines relating to permits or false alarms. MBA shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons MBA requiring any services or appearances, Subscriber agrees to pay MBA per hour for such services and appearances. Subscriber shall reimburse MBA for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

27. **FAIR CREDIT REPORTING ACT:** In compliance with the Fair Credit Reporting Act ("FCRA"), the Subscriber hereby authorizes MBA to obtain a consumer credit report. Subscriber has the right, by contacting the provider of this information, to dispute the information on the report or request additional disclosures as provided under Section 606 of the FCRA. Written request must be given from the Subscriber to MBA to request additional credit information. Subscriber releases all persons involved in the credit investigation from liability in connection with such investigation.

28. **FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT THE TIME OF EXECUTION

MURRELL TECHNOLOGIES LP D/B/A MURRELL BURGLAR ALARMS:

by: Haley Sisson ER: 29371

NOTICE OF CANCELLATION YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

X
Subscriber's/Buyer's Signature

Subscriber agrees to have its credit card automatically charged for all charges under this contract.

Credit Card#: _____

Expiration Date: _____ Billing Zip Code: _____

Security Code: _____

Card Holders Name (As it appears on credit card): _____

Print Name: _____ Tax ID SS# or EIN: _____

The City of Morristown

Memorandum

From the Office of Finance



Morristown City Council Agenda Item Summary

Date: April 28, 2021

Agenda Item: Surplus Inventory

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Approval to Declare Inventory Items as Surplus – Public Works Department

Background/History: The City of Morristown and the Public Works Department has accumulated several items in inventory that can no longer be utilized and wish to declare these items as surplus.

Financial Impact: It is the goal to acquire the maximum dollar amount in the most efficient manner regarding time and the needs of the department.

Action options/Recommendations: The City of Morristown and the Public Works Department is seeking approval to declare inventory items located at as surplus and to list these items on GovDeals, an online auction, or to dispose of properly.

Attachment: Inventory List.

**City of Morristown
Surplus Inventory**

Vehicles/Equipment		
Description	Vin #	Unit #
2002 Ford Explorer	1FMZU72E02ZB34952	369
2001 Ford Crown Vic	2FAFP71W01X137336	389
2009 Ford Crown Vic	2FAHP71V79X121355	391
2001 Dodge Caravan	2BFGP44361R365499	426
Ford Crown Vic	2FAF971W62X112748	375
Chevrolet Pick Up Truck	1GTDC1408EF715253	828
2006 Ford Crown Vic	2FAHP71WX6X122830	408
Front End Loader	JEE0055115	544
728D Ransom Mower	N/A	844
Lawn Mower	N/A	825
Lawn Mower	N/A	816
Crack Sealer	N/A	553
Asphalt Machine	N/A	596
580 Super L Case Backhoe	N/A	520
580 K Case Backhoe	N/A	805
TS100 Tractor with Side Mower	N/A	592
Sway Car Trailer	N/A	542
Miscellaneous Parts Located at Roy Widener		
Description	Quantity	
Flywheels/Pressure Plates/ Cables	1 Lot	
Miscellaneous Concrete Forms (2 Types)	1 Lot	
Tractor Lift Arms	1 Lot	
Miscellaneous Bearings/Filters	1 Lot	
Truck Axle	1	
Trailer Door	2	
Freezer	1	
Stimsonite Road Sign Machine	1	
Hotsy Cleaner	1	
Honda Pressure Washer	1	
GX200 Honda Pressure Washer	1	
Patrol Car Cages and Miscelanous Items	1 Lot	
Grapple Bucket	2	
Old Shelving	1 lot	
Rapid Sprayer	1	
SR-60 Street Heat	1	

Paint Shaker	1
Mini Crane	1
Desk Chair	1
100 LB Propane Cylinders	2
Doors/Hoods/Bumpers	1 Lot
Tire Mashine & Paint Shaker	1
Steel Tubing	1 Lot
Cub Cadet Lawn Mower	1
Old Red Sign	1
Walk Behind Patch Machine	1
SA-6C Trailer & Machine	1
Miscellaneous Wheels & Tires	1 Lot
MaulDin Asphalt Roller	1
Tag Along Leaf Machine	1
Pac More Garbage Bed	1
Small Trailer	1
6' Bushhog	6
Metal Frame	1
Brush Loader (Bed & Boom)	1
Projector Table	1
Tread Mill	1
Lockers	1 Lot
AC Unit	1
Metal Racks	1 Lot
Roll Up Door	1
Tire Machine	1
Truck Axle with Tires	1
Sheet Metal	1 Lot
Black Wood Side Trailer	1
55 Gallon Drums	1 Lot
Tiles	1 Lot
9' Snow Plow Blade	1
Poles	1 Lot
Wheel Dolly	1
Engine Stands	2
Everco Recovery Machine R-12	1
8HP Generator	1
Air Compressor	3
Tarco Salt Spreader	3
7' 6" Foot Snow Dog Blades	2
Short Trailer Axle	2

The City of Morristown

Memorandum

From the Office of Finance



Morristown City Council Agenda Item Summary

Date: April 28, 2021

Agenda Item: Surplus Inventory

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Approval to Declare Inventory Items as Surplus – IT Department

Background/History: The City of Morristown and the IT Department has accumulated several computer related items in inventory that can no longer be utilized and wish to declare these items as surplus.

Financial Impact: It is the goal to acquire the maximum dollar amount in the most efficient manner regarding time and the needs of the department.

Action options/Recommendations: The City of Morristown and the IT Department is seeking approval to declare inventory items as surplus and to dispose of properly.

Attachment: Inventory List.

City of Morristown Surplus Inventory

IT Related Items	
Description	Quantity
Laptop	6
Computer Monitors	5
Computer Towers	9
Brother Printer	1
HP Printer	1
Typewriter	2

FY2021-22 Community Development Block Grant Annual Action Plan Activities Summaries 7-1-21 to 6-30-22

As an Entitlement Community and Participation Jurisdiction, the City of Morristown receives annual funding allocations from the U.S. Department of Housing and Urban Development (HUD) to fund priorities that are addressed in the five-year Consolidated Plan. The Consolidated Plan for Housing and Community Development is a requirement of the 1990 National Affordable Housing Act and the Community Development Plan, for the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan establishes a unified, coordinated vision for community development actions for the upcoming five years using Community Development Block Grant (CDBG) funds to address housing and service programs related to the needs of low to moderate income persons. The City of Morristown's fourth 5 year Consolidated Plan was developed in 2019.

As a recipient of CDBG funding, the City of Morristown must submit an Annual Action Plan at least 45 days prior to the beginning of the new fiscal year. The Annual Action Plan is a document that describes the City of Morristown's HUD funded projects and community development related activities that are planned to be conducted within the community in the upcoming fiscal year. These activities must be consistent with the City's 5 year Consolidated Plan. Each year the CDBG program and the proposed allocation of funds are presented during public meetings to allow community members input prior to completion, approval, and submission of the Action Plan. The Citizen's Participation Plan assures that citizens have adequate time to review and comment upon funding proposals within the Action Plan. Any information received during the comment periods or the public hearings will be attached to the Action plan prior to submittal to HUD.

The initial Public Hearings to solicit input regarding community needs for this Action Plan were held on February 26, 2021 and March 3, 2021. A draft of the proposed Action Plan was made available to the public April 14, 2021 beginning the final comment period. Two Public hearings were held to solicit comments on the draft Action Plan. The first was on April 19, 2021 and the second was on April 29, 2021. The final hearing for City Council to review the Action Plan is on May 4, 2021 with final submission to HUD on May 15, 2021. All comments to date have been requests for funding and general support for the program.

All programs funded by the City of Morristown with CDBG entitlement funds will be in accordance with HUD regulations. The City of Morristown's FY 2021-22 funding represents the 18th year of receiving entitlement grant funds. The amount of funding for FY 2021-22 is estimated to be \$332,113.00.

The Action Plan for 2021-22 will fund the following;

Rose Center Repairs	\$115,000.00
Homeowner Rehab and Emergency Repair	\$85,691.00
Business Façade Program	\$50,000.00
MHCS Homeless Prevention	\$10,000.00
TVCH-HUD HMIS Program	\$5,000.00
Admin	<u>\$66,422.00</u>
Total	\$332,113.00



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2021

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **21002200-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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WILSON COUNTY MOTORS LLC
903 SOUTH HARTMANN DRIVE

LEBANON, TN 37090

S
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T
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City of Morristown
100 W 1ST N STREET
aahl@mymorristown.com
MORRISTOWN, TN 37814

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference/Contact			
615-444-9642				21002592		ASHLEY AHL			
Date Ordered		Vendor Number		Date Required		Interoffice Delivery		Department/Location	
04/28/21		008708						41610	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
001	ORIGINAL								
					2.00	26496.80000		52,993.60	
					EACH				
	2021 CHEVROLET COLORADO 4X4 CREW CAB								
	128" WORK TRUCK WITH TOW PACKAGE								
	PURCHASE VIA STATEWIDE CONTRACT 209								
	44430-971				52,993.60				
						PO Total		52,993.60	

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Wilson County Motor Co LLC
903 S Hartman Dr
Lebanon, TN 37090

Vendor ID: 0000000869

Contract Number: 0000000000000000000064414

Title: SWC# 209 - Vehicles

Start Date : October 01, 2019 End Date: September 30, 2021

Options to Renew: 0

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000187722
Police Vehicles, Chevy, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 2

Item ID: 1000187723
Sedans, Chevy, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 3

Item ID: 1000187724
Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 4

Item ID: 1000187725
Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 5

Item ID: 1000187726
Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 6

Item ID: 1000187727
Medium Trucks, Chevy(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 7

Item ID: 1000187750
Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 8

Item ID: 1000187751

Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 9

Item ID: 1000187752

Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 10

Item ID: 1000187753

Sedans Buick, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 11

Item ID: 1000187754

Sport Utility Vehicles, Buick (SUVs), Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 12

Item ID: 1000187733

Sedans, Hyundai, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 13

Item ID: 1000187734

Sport Utility Vehicles, Hyundai (SUVs), Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 14

Item ID: 1000179941

Optional Equipment, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

APPROVED: _____ BY: _____ DATE _____
CHIEF PROCUREMENT OFFICER PURCHASING AGENT

MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANDING** is entered into this _____ day of _____, 2021 by and between THE CITY OF MORRISTOWN, TN, (“CITY”); and ROTARY NOON CLUB and ROTARY AM CLUB (“ROTARY”).

WHEREAS the CITY is building a community center, Morristown Landing, and has received designs and entered into a contract for the construction of Morristown Landing; and

WHEREAS one of the alternates the CITY selected on the design bid for Morristown Landing is for the construction of a splash pad; and

WHEREAS ROTARY does wish to sponsor a portion of the costs associated with the construction of this splash pad and does commit to raising funds to aid in the costs of the construction; and

WHEREAS ROTARY does intend to raise one hundred and fifty thousand dollars (\$150,000) over a two (2) year period for its sponsorship contribution to the construction of the splash pad at Morristown Landing; and

WHEREAS the CITY does intend to accept ROTARY’s sponsorship and donation to go towards these construction costs and does agree to allow the ROTARY emblem to be displayed at the center of the splash pad at Morristown Landing.

NOW THEREFORE, in consideration of the above, the parties agree as follows:

WITNESSETH

1. ROTARY agrees to sponsor a portion of the construction costs associated with a splash pad that is to be constructed at the CITY’s Morristown Landing community center. Specifically, ROTARY’s goal is to raise one hundred and fifty thousand dollars (\$150,000) over a two (2) year period and donate these funds to the CITY for the splash pad.

2. The CITY does agree to accept ROTARY’s donation and sponsorship of the splash pad at Morristown Landing. The CITY agrees to ensure that the ROTARY emblem is etched and/or constructed in the middle of the splash pad to recognize ROTARY as a sponsor.

WITNESS our hands the day and year first above written.

CITY OF MORRISTOWN
BY: GARY CHESEY, MAYOR

ROTARY NOON CLUB
BY: _____

ROTARY AM CLUB
BY: _____